

1894-072 Chancery Causes: Pennington Cap Improvement Co] vs. George W. Russell &
Lee Co. George W. Russell vs. Pennington Cap Improvement Co]

Morgan, Newman, Harris, Zion, Madden, Garrison, Skaggs, Burke,
Stout

CA-Contract Dispute
T-Property

Will: 1846 : James Newman: Lee County

-Deed

To the Hon. H. S. K. Morrison, Judge of the
Circuit Court for Lee County.

Humbly Complaining, your orator,
the Pennington's Gap Improvement Com-
pany, a corporation organized and exist-
ing under and by virtue of the laws of the
State of Virginia, respectfully sheweth unto
your honor that on or about the day
of 1854, one James Newman
departed this life intestate, seized and pos-
sessed of a valuable tract of land lying
and being in Lee County on Pine Creek,
at the present town of Pennington Gap,
and bounded as appears in a paper here
with filed marked "A"; that said James on
his death left surviving, his wife, Cath-
arine, and nine children as his heirs at
law to wit: Jefferson J. Newman, A. J.
Newman, Joseph Newman, Wayman
Newman, Patterson Newman, Samuel
Newman, Mary Newman, Lucretia Har-
ris the wife of James A. Harris and Harriet
Harris the wife of Willis Harris to whom said
tract of land descended; that soon after
the death of said James, to wit on the
day of 1855, the said Wayman New-
man departed this life intestate seized
and possessed of a one-ninth undivid-
ed interest in said James Newman tract
of land; that the said Wayman, never having
been married, left surviving him as his heirs
at law his mother, the said Catharine, and his

X
said brothers and sisters and to whom his
said interests in said land passed; that said
Widow and said eight children of said
James as heirs at law of the said James
and Maryann Newman at divers and dif-
erent times sold and conveyed or attempted
to sell and convey to various parties
their respective interests in and to said
tract of land; that the several conveyances
of all of said parties were sufficient to
pass their respective interests in and to said
tract of land, except those of Lucretia Har-
ris and Harriett Harris, - their deeds were
insufficient to pass their interest and title
in and to said tract of land, because at
the time they attempted to convey, they were
each married women, and the officers
taking their acknowledgments did not
do so, and certify the same, as the law
as it was then, required should be taken
and certified. See exhibits "B" & "C" which
are copies of the respective deeds of said
Lucretia and Harriett Harris, here filed and
prayed to be taken as a part of this bill.

X
Your orator will further show unto
your honor that by virtue of their several pur-
chases and conveyances and attempted con-
veyances Patterson Jones, Nimrod C. Ely
and C. B. Howard believing themselves to be
entitled to the whole of said Newman tract
of land, about February, 1867, mutually
divided and partitioned said Newman tract

of land among themselves and made
to each other deeds to the respective parts
assigned to each; that by said mutual par-
tition said Howard was assigned and deeded
74 acres of said Newman tract lying on the
North side of said Creek, said Ely 72 acres
of the same also on the North side of said
Creek and Patterson 26 acres of
the said tract on the South side of said
Creek; that said Ely, Zion and Howard
immediately after said partition, each
went into the possession of their respective
parts assigned and deeded as aforesaid; that
soon after said partition was made said
Nimrod F. Ely departed this life intestate
and seized and possessed of said portion
of said land; that he left surviving him
five children as his heirs at law and
to whom his said portion of said land
passed; that said C. B. Howard after
said Ely's death purchased and took con-
veyances to himself of four of said Ely's
children's interest in said land, he having
before that time married one of said Ely's
daughters; thus they thought, said
Howard and his wife, that they were
the incontestable owners of the whole
of said Newman farm lying on the North-
ern side of said Creek.

Your orator will further repre-
sent and charge, that the said Patter-
son Zion and his wife reserving to them

seloes a life estate in the same, on
the 22th day of June, 1877, conveyed said 26
acres of said Newman land, together with
some other land, to Geo. H. Russell and Re-
becca J. his wife, who were the son-in-
law and daughter of said Zinn & wife;
that said Zinn and his wife are now
both dead; that after the date of said
last named deed, the said Rebecca J.
Russell died intestate and seized of
whatever interest in said 26 acres of land
that the deed of Zinn & wife vested in
her; that she left surviving her as
her heirs at law three infant chil-
dren, to wit: Edmund H. Russell, Doris
J. Russell and Randa L. Russell; that
said Patterson Zinn at and before the
making and delivery of said deed of
James A. and his wife Lucretia Harris,
to him had fully paid for said land, and
immediately went into the possession
thereof and continued in the exclusive
possession of said 26 acres until his death
and had said Lucretia's deed put on
record in this county in the proper
clerk's office thereof; and that said Geo.
H. Russell and said three infant
children of the said Rebecca are now
in the possession of said 26 acres of land,
as of right they ought to be, because
the said James A. Harris the husband
of the said Lucretia Harris is still

living, and said deed of said James & Lucretia being sufficient, and did pass all rights of the said James in and to said land; that the said James and Lucretia at the time said deed was made to said John were lawfully married to each other; that they had issue born alive and that the said James survived the said Lucretia.

Your motion will further represent and show unto your Honor that on the day of May, 1890, it purchased from said C. B. Howard & wife the whole of said Newman tract of land lying on the North Side of said Lane creek, except a small portion thereof about six acres, near the depot at Punnington Gap, and some 20 acres on the north western corner thereof, which said Howard and wife had previously sold to J. M. Cecil and J. E. Burk; that it is the owner of whatever interest the said Harriet Harris may have in said land; that after the date of said attempted deed of said Lucretia Harris, on the day of 18, she, the said Lucretia died intestate, seized of her said undivided interest in the said Newman tract of land as an heir of the said James & Maryann Newman; that the said Lucretia left surviving her as her heirs at law four children, to wit: Richard Harris, Nancy Harris who married one Geo. an issue, Francis M. Harris who also

married one Charles S. ~~Delvin~~ and Sarah H. Madden
who also married one ^{Madden who is now dead}
that your orator on the 28 day of January,
1891 brought and took from said four chil-
dren a deed for all their interest in
the said Newman tract of land, as well
appear from their deed here filed marked
& prayed to be considered.

The premises aforesaid considered
your orator is advised that it is entitled
to the reversion in said 26 acres now in
the possession of said Russell and his
children; that by force of an act of
the General assembly of Va., approved
on the 29th day of Feb., 1892, your orator
is required to institute proceedings, within two
years next after the passage of said act, to have
the said Deventer's deed to said five acres
cancelled, and the validity thereof determined,
and the rights of all persons interested fully
ascertained, or forever after stand and be
barred from asserting any claim to said
land.

In the premises your orator is advised
it has rights capable of being asserted
and enforced only through a court of
equity; - its prayer therefore is that
your honor take cognizance of this its
cause of complaint; that the said Geo.
H. Russell, Emmet H. Russell, Doris
J. Russell and Rando L. Russell be made
parties defendants to this bill of Complaint;

That they each be required to fully and
completely answer on oath each and
every allegation of this bill as if they were
here specially interrogated; that for
said Emmet St., David L., & Rando L. Rus-
sell, they being infants, a guardian ad
litem be appointed to defend them in
this matter; that on a hearing of
this cause an order be pronounced
herein impeaching the validity of said
Secretia Harris deed to said Zion, and
that said defendants be deemed the use,
occupation and possession of said
26 acres of land for and during the
natural life of the said James A. Har-
ris and your orator the reversion in
fee to the said 26 acres; And that all
other, further and General relief be
granted your orator as the nature of its
cause and good conscience may require.
And it will ever pray &c. May Spn-
issue &c.

Thompson & Sweet ~~Attorneys~~
J. G.

Pennington's Gap
Improvement Co

Defts costs
C 4.74 Pd
S 2.00 PA
G.A.L. 5.00 Paid
Co C 2.00 Paid
\$13.74

Defts Cost on
Cross Bill &c
C 4.75
S 1.50
Defts 8.50
G.A.L. 5.00
\$19.75

vs. } Bill in Chanc
Geo. H. Russell et al
Filed at 1st October Rules 1893
A.B. Munsey
Clerk

1893 1st Octo. Rules Bill
filed Sp. Exp. Act.
G.A.L. filed 70. Arsi
" 2nd Octo. Rules J. A. Conf.
Hearings set for hearing
by Plaintiff
" Nov. Decree & Contd
1894 Mr. Decree & Contd
" June Decree final
Order Book 4
page 1.

17 60

Circuit Court for Lee County.

Pennington Exp. Inf. Co
v. S.

Geo. H. Russell - E. H. Russell - D. Ida Russell
and Paul L. Russell } In Chancery

The Answer of Emek H. Russell, D. Ida Russell, and Paul L. Russell, infants under the age of 21 years by R. L. Pennington, their Guardian ad litem to defend them in this suit, and the answer of the said R. L. Pennington guardian ad litem of the said ^{infants} defendant to a bill exhibited against said infants and an other in the Chancery Court of the said County.

For answer to said bill the said infant defendants by their guardian ad litem answer and say that being of tender years they do not know what their true interests are in relation to the subject matter of said bill, nor ^{do} they know whether the ~~proposed~~ ^{stipulations} therein contained are true or not. They confide the ^{care of} ~~protection~~ of their interest therein to the Court. And the said guardian ad litem of the said infant defendants for answer to the said bill answer and say that he knows nothing as to the truth or falsity

of the statements in the bill con-
tained. He prays full protec-
tion for the infant defendants
And now having fully answered
these defendants pray to be hence
dismissed with their costs &c.

Emmet H. Russell }
D. Lida Russell } By P. L. Pennington
Linda L. Russell } Guardian ad litem

State of Virginia }
County of Lee } s.s.:

Sworn before me in my
county of said by P. L. Pennington
guardian ad litem as aforesaid
this the day of Oct 1873 -

Pennington & Co.

N.S. Answer of Guardian ^{as}

Gary Russell & Co.

1893 2 October Rules

this answer filed

A.B. Munroe

Guardian ^{for} 2000

P.L. Pennington Guardian
^{as}

Lee Circuit Court.

The Pennington Gap Improvement Co. }

vs. }

George W. Russell et al }

Demurrer, Answer and Cross

Bill of Geo. W. Russell.

The demurrer, answer and cross bill of Geo. W. Russell to a bill in chancery exhibited in ~~Lee Circuit Court~~ against him and others by the Pennington Gap Improvement Company, in Circuit Court for Lee County, Virginia.

For demurrer, respondent says that said bill is not sufficient in law, whereof he prays judgment.

For answer and cross-bill, respondent makes admissions, denials and charges as follows:-

Respondent admits that James Newman died seised of a tract of land of about ~~425~~ acres, located as described in said bill, and left surviving his wife, Catherine, and the ^{said} nine children named in the bill; but respondent denies that said James Newman died intestate, or that the said land descended to his heirs at law. On the contrary the said James Newman died in 1846 and left a valid will whereby he devised said land, and the right of possession and use thereof, to his wife Catherine until his youngest child, Mary, also known as Polly, should become of lawful age, the remainder to go to his children in equal undivided ownership, or in case of disagreement to be sold and the proceeds divided among said children. A certified copy of said will, which was duly proven and admitted to probate, is herewith filed as exhibit No. 1, and is prayed to be treated as a part hereof. And respondent here states and charges that under said will Catherine, or her ven-

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dees or licences, one of whom was Patterson Zion, took and held actual possession of said land and of the whole of it from the death of James Newman until the said Mary, or Polly, Newman attained her majority, which was in 1865 or 1866.

Respondent admits that Wayman Newman died unmarried and intestate, leaving surviving his mother and ^{the} eight brothers and sisters, ^{mentioned in said bill} and states that he died after December 2nd, 1857, and prior to December 29th, 1860; but the exact date is unknown to him. Respondent further admits that the undivided interest of J. J., A. J., Joseph, Patterson, Samuel, and Mary Newman as devisees under the will of James Newman, and the undivided interests of the aforesaid parties as well as that of Catherine Newman as heirs of Wayman Newman in said land were conveyed to Nimrod C. Ely and C. B. Howard, which conveyances were made prior to February 23rd, 1867. It is also admitted that the deed whereby Harriett Harris, attempted to convey her interest in said land to J. J. Newman --- who in turn conveyed the same to C. B. Howard --- was imperfectly certified.

Respondent here states that James Harris and Lucretia his wife, who was Lucretia Newman and one of the devisees of James Newman, executed and delivered to Patterson Zion the deed filed as Exhibit "B.", which deed was made prior to the death of Wayman Newman, and did not pass or attempt to pass the interest subsequently acquired by the death of said Wayman. This deed, Exhibit "B.", it will be seen passed or attempted to pass simply the undivided interest of the said grantors in the whole tract.

Respondent further admits the execution and delivery of mutual deeds by and between Ely, Howard and Zion as stated in said bill; and admits that each went into possession of his

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several part of the tract at the time stated; but he denies the inference that Zion had not previously been in possession of the interest supposed to have been conveyed to him by James and Lucretia Harris. On the contrary it is a fact that said Zion, by consent of Catherine Newman, went into actual possession of said interest in the whole tract immediately on the delivery of the deed to him from James and Lucretia Harris, that is, December 2nd, 1857. And respondent admits to be true the statement made in the bill that, Zion went into possession at the time of the execution of the aforesaid deed, but denies that he took possession, claiming to own, ~~at~~ any specific part of said tract. The deed from said Ely and said Howard to said Zion is herewith filed as Exhibit 2, and is prayed to be read and treated as a part hereof.

Respondent says that the allegations of said bill to the effect that complainant has by various conveyances acquired the interest formerly owned by Ely and Howard, and that they owned the interest of all the devisees of Jas. Newman and of the heirs of Wayman Newman except those of Harriett Harris and of Lucretia Harris, are probably true; but that he is not sufficiently informed to be able to admit that they are, and calls for proof thereof.

Respondent admits that Zion and wife are dead; that they, subject to their life estate, conveyed the 26 acres purchased from Ely & Howard to respondent and his late wife; that the latter died intestate, and that he and his co-defendants are now in possession thereof, claiming to own the whole.

He also states that he and his co-defendants, and those under whom they claim, have been in quiet, undisturbed, ^{continuous} actual, exclusive, ^{adverse} peaceable and notorious possession of said 26 acres

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tract since the date of the deed from Ely and Howard to Patterson Zion --- February 23rd, 1867 ---, and that the said Zion was in the like possession of the interest in the whole Newman tract, supposed to have been conveyed to him by the deed of James and Lucretia Harris continuously from December 2nd, 1857 until the aforesaid partition was made on February 23rd, 1867.

Respondent denies that complainant is the owner of the interest of Harriett Harris in the ^{said 26 acre} ~~tract~~ tract.

Further answering, respondent states and charges that neither James nor Lucretia Harris were ever seised in fact of any interest in the said Newman tract; that the said James Harris never reduced to possession the interest derived under the will of James Newman; that Lucretia ^{Harris} ~~Newman~~ died in 1870, leaving surviving her, James Harris, her husband, who is still alive, and the children mentioned in complainant's bill, the youngest of whom is Richard Harris, who was born in 1860 or in the first quarter of the year 1861.

Catherine Newman, the widow of James Newman, died in ¹⁸⁸⁵ 1885. The interests of Mary Newman, (both that derived under her father's will and that derived as the heir at law of Wayman Newman) were conveyed to Joseph Newman by deed dated 28th day of Nov, 1866, ~~and prior to February 13th, 1868.~~ Said deed is herewith filed as Exhibit 3, and is prayed to be treated as a part hereof.

Respondent is & advised that the deed of James and Lucretia Harris to Zion, is void as to the said Lucretia except as color of title; that James Harris, never having reduced the land to possession (which is alleged to be a fact) was never and is not now entitled to curtesy in the interest supposed to

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have been conveyed by said deed, and that said deed is a nullity as to him so far as it was intended to convey his curtesy right in the said interest.

Respondent is further advised that as he and his co-~~RESPONDENTS~~ defendants, and his and their predecessors, have had the possession required by law of the above mentioned 26 acre tract since February 23rd, 1867, the right of entry and of action of claimants & under all of the devisees of James Newman and heirs of Wayman Newman are barred by limitation. And being so advised, and here stating that the right of action ^{and of entry} of all the devisees of James Newman and the heirs of Wayman Newman ^{accrued} ~~acquired~~ more than the time required by law to bar such right of action ^{and entry} before the institution of this suit, respondent specially pleads and relies on the several statutes applicable known as the Statutes of Limitation.

Further answering respondent states that in the fall of 1890 (at which time respondent was ignorant of many of the facts above stated, and thought that the claims of the heirs of Lucretia Harris were valid) the aforesaid James Harris, the husband of said Lucretia, was in Lee County, Virginia, --- having come from his home in Kentucky for the purpose of looking after the interests of his children --- and was proposing to sell the interest of the said heirs of Lucretia Harris in the Newman land. At this time respondent was told that Mr. E. W. Pennington, who was acting as the agent of the plaintiff Company, had proposed to purchase the said interest of the heirs of Lucretia Harris, for the joint benefit of all concerned. Thereupon & at once respondent saw the said Pennington and it was agreed between them that Pennington should obtain a conveyance of said interest for the benefit of all the

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then owners of parts of the Newman tract, and that the cost of said conveyance should be equitably proportioned. At this time respondent was considering the advisability of purchasing from said heirs a release of their supposed claim on his 26 acres tract, and he here states and charges that but for said agreement with the agent of complainant he would have done so.

Shortly after this the said Pennington prepared and sent to Kentucky a deed for the said heirs to execute, but for some reason it was not then executed; but the original agreement was understood by respondent to remain in full force. Nothing further was done, unless it was done by correspondence conducted by the said Pennington and James Harris, until ~~the~~ in the year 1891, when respondent saw Pennington, who was about to start to Kentucky for the purpose of procuring the said deed. At this time respondent supposed of course the original agreement was in effect, but to make sure of it, asked Pennington if his Company was going to let him share in the benefit of the expected conveyance on payment of his pro rata of the expense, and was told by him that he supposed the Company would do so; that he, (Pennington) was perfectly willing that respondent should.

Shortly after the return of Pennington from Kentucky, where he got the deed from Lucretia Harris' heirs and James Harris filed with the bill, respondent went to him and stated that he wanted a release from complainant and was willing and able to pay his proportion, as proposed, of the cost. To this Pennington replied that he himself was willing that this should be done, but that a meeting of the Company must be held before its officers could act in the premises. He also told

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respondent that he would let him know when the Company would next meet, that he, (respondent) might present the matter before the meeting. Relying on this statement, and never seriously doubting that complainant would carry out the agreement of its agent, respondent waited patiently --- never having any notice of or invitation to attend any meeting in the mean time --- until the spring of 1893. At this time he ~~sees~~ was informed that at a meeting then recently held (of which he had had no previous intimation) a committee had been appointed to treat with him on the subject of a release and instructed to bring suit if respondent did not pay the sum the committee should fix. Shortly after said meeting respondent met said committee informally, and ascertained that they declined to carry out the agreement made by T. W. Pennington, and demanded of him some \$1500.00 or thereabouts for the release wanted. This respondent refused to pay, and shortly thereafter this suit was instituted.

Respondent here charges that the consideration paid by complainant for said deed was \$350.00, and he here states that he has always been ready, willing and able to comply with his original agreement, and that he now offers to pay his just pro rata of said sum, and also of all other expenses and costs to which said Company was put in obtaining said deed, in consideration of a duly executed release to him and his co-defendants of the interest derived by said deed in and to the aforesaid 26 acre tract.

Wherefore the prayer of respondent is that this his answer be treated as a cross-bill; that The Pennington Gap Improvement Company be made a party ^{Emmett H. Davis, J. & Rando L. Russell} defendant, hereto and requir-

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ed to answer the allegations hereof, answer under oath being
~~That a quodiam ad litem be appointed for the said business~~
 hereby waived; that proper process issue; that on a hearing a
 decree be rendered dismissing complainants bill at its cost,
 and giving respondent all such other and general relief as may
 be proper. And respondent will ever pray.

To be signed by J. B. R.
 Bullitt McDowell

Signature of Geo. W. Russell

Virginia, ^{Wise} ~~Lee~~ County, to-wit: —

Officers name
 This day personally appeared before
 me, W. C. McDowell Jr a notary public
 for the county & state aforesaid,
 Geo. W. Russell, whose ~~name is~~
 Answer is above written, and
 made oath that the statements con-
 tained in said answer, so far as
 made of his own knowledge are
 true; and so far as made from
 knowledge or information derived
 from others, they are believed to be
 true.

Date
 Given under my hand
 this 13th day of January 1894
W. C. McDowell Jr
Notary Public Va

Witness for them
 J. B. Rando & Russell who are in family and

Officers name
 " title

The Pennington Gap Impt. Co

Dem. Answer a
cross-bill of
G. W. Russell

G. W. Russell et al

~~1894 2nd Febry Rules~~

~~+ Bill filed 3rd~~

~~2nd & 3rd of Feb~~

" 1st March Rules

taken last Monday

in Febry 2nd of Feb

Court House set

for hearing 2nd of Feb

1894 the weather was

very cross & cold and

filed 2nd January Rules

1st Febry Rules Sp not 2nd

2nd " " " " "

1st March Rules taken the last

Monday in Febry Sp not 2nd

Pennington's Gap Improvement Co.

VS.

. In Chancery.

George W. Russell et als.

To the Hon. Wm. T. Miller, Judge of the Circuit Court
for Lee County:-

The answer of the Pennington's Gap Improvement Co. to
the cross bill of the defendant Geo. W. Russell, filed in your
Honor's said court, on theday of February, 1894:-

For answer thereto, or to so much thereof as it is advised
it should answer said defendant in said cross-bill makes the fol-
lowing denials, to wit:-

Respondant admits that the paper, marked exhibit No. 1, filed
in said cross-bill is a copy of what is on one of the record
books of the circuit Court of Lee County; but the said Respond-
ant denys it to be a will of said James Newman, or a copy from
the records of said Court, that can be used as an original will
could be used, because the Court that attempted to admit it to
probate had not the Jurisdiction to do so, and because the order
admitting it to probate does not show that the law of wills had
been complied within order to make it a will of the said Newman.

Your Respondant denys that said Patterson Zion took posses-
sion of said land by the consent, arrangement, or agreement of
said Catherine Newman, the widow of said James Newman, and the
devisee of her said husband, but on the contrary he took pos-
session of the same by virtue of his deed from said James and
Lucretia Harris, who were in the possession of the same at the ~~time~~
time they sold and conveyed to said Zion, claiming it as their
own right of said Lucretia; your Respondant denys that at the
time said deed was made to said Zion by said James and Lucretia
Harris that the said Catherine had any interest in the said land
now in controversy; but on the contrary, if she ever had any inter-
est in the same, by virtue ^{of} any will, or otherwise, she had sur-

rendered the same to the said James and Lucretia Harris, -
and thus the said Harrises were seised in fact of said land be-
fore they sold the same to said Zion, *and at the time of sale.*

Your respondent denys that the said Russell or any one be-
fore him has had possession of the reversion in said land, that as
alleged in the bill of said respondent, he has only had posses-
sion of the life esstate of the said James Newman, and that your
respondent at the death of the said James Harris will be entitled
to said land.

Your respondent admits that in the fall of the year 1890,
the said James Harris was in this County trying to sell the inter-
est of his said children in said land; but it most emphatically
with said Russell or any one else
denys that it made any agreement, to buy the same for the benefit
of all those then concerned, or that it would buy the same and let
the said Russell share in the purchase, -all this matter was wholly
new to your respondent, it never heard of it before, or any thing
at all like it, until the answer and cross-bil of the said
Russell was filed in this cause. It is true that the said respond-
ent insisted and tried to get the said Russell to purchase in
said outstanding claims, but he did not do so, so that in order
to protect its onw rights it procured the deed aforesaid, and it
would have have made said Russell a deed to the same for its
costs had he ever asked it, but he never asked it, and it will do
so yet if he will take it. *pay its costs*
Said respondent only appointed the com-
~~mittee to wait upon Mr. Russell to see if it could not get~~
mittee, spoken of in the cross-bill of said Russell, to wait on
Mr. Russell to see if it could not get him to compromise the mat-
It did not want his land, but its money
ter. Your respondent denys said Russell was ignorant of all its
meetings, but that on the contrary, he knew of severall of its
meetings, their time and place of meeting. Your respondent never
thought of buying in the said outstanding rights of the heirs of

said Lucretia until it gave up all hope that the said Russell was ~~not~~ going to do so. Then as it was the owner of ^{the} balance of the Newman tract, it deemed it proper for it to buy the said outstanding interest of said heirs, *and did so as aforesaid*.

Now having answered as fully as it is advised it is material for it to answer, it prays to be dismissed from this crossbill, with its reasonable costs in this suit, and that the prayer of its original bill be granted it. And it will ever pray &c.

Pennington's Gap Improvement Company,

Per pd

Pennington, Lafferty & Co
1111 Broadway
ad 13
Edw. Russell

For by
 Pennington, Lafferty & Co

of the children will be charged to. And to wit: said bill no.

at the time the bill was issued, and the said bill was

for it to be made, it being to be charged from the said

and having answered as fully as it is required to be made

of said bill

it being to be made for it to be the said one hundred

do so. Then as it was the order of payment of the

it was to be made at the time the said bill was

Pennington Gap Improvement Co.

vs.

G. W. Russel et al.

Answer.

The answer of Emmet H., Doris J. and Rondo L. Russel, infant defendants, by their guardian ad litem to the cross-bill exhibited by G. W. Russel in the above styled suit in Lee Circuit Court, in chancery, against them and the Pennington Gap Improvement Company.

Answering, respondents state that they are infants of tender years, and consequently unable to fully protect their own rights, and therefore their prayer is that the Court will, by proper orders and decrees, guard and care for their rights in the premises.

And having answered as fully as they are advised it is material they should, answering respondents pray that they may be hence dismissed with their costs.

Emmet H. Russel,

Doris J. Russel,

Rondo L. Russel,

By L. S. Duncan

Guardian Ad Litem.

*Sworn to before me by L. S. Duncan
This 17th day of January 1894.
A. B. Mumsey Clerk*

Pennington Pap. Imp. Co.

no. { Answers inclt
 { Gifts to Crois-Bell
J. W. Russel et al

Gratuity \$5.00

Pennington Gap Improvement Company

vs.

G. W. Russell et al

This cause came on again this ~~4th~~ day
of June 1894 to be heard on the papers
formerly read herein and on the
answer of plaintiff to the cross-
bill of Geo. W. Russell.

And whereas it appears to the court
that an agreement of compromise
has been entered into, and in part
executed, whereby defendant
G. W. Russell has paid to complainant
the sum of two hundred dollars and
has executed his note to plain-
tiff for two hundred dollars more due
in three months from May 31, 1894,
and whereby the complainant has
executed & delivered a deed
releasing to said G. W. Russell
all its interest in the 26 acre
tract in dispute; and whereas
it has also been agreed that ~~each~~
complainant shall at its own cost
dismiss its bill and that G. W.
Russell shall at his own cost
dismiss his cross bill, neither side
to have attorney fees taxed; ^{each to pay his own costs} it is therefore
adjudged, ordered and decreed

that complainant's bill be dismissed
at its own cost; that the cross bill
of G.W. Russell be dismissed, at
his cost; that each of said
parties pay his own costs; and
that no attorney fees be taxed
for or against either party.
And nothing further appear-
ing necessary to be done here-
in it is ordered that this cause
be stricken from the docket.

Pennington Gap Improvement Co.

Decree
Final

G.W. Russell et al

Entered on Chy. Ord. Book
4 P. 1.

Entered on Chy. Ord. Book
4 P. 1.

Pennington Gap Impt Co

vs }

G. W. Russell et al

This cause ~~came~~ again
came on this day of March 1894 to
be heard on the papers formerly
read herein and on the answer
of defendant G. W. Russell filed
at 2d January Rules 1894
exhibits therewith and general
replecation thereto; and on the
cross-bill of said G. W.

Russell and the answer thereto
of the infant defendants Emmet
H.; Doris J.; and Rondo L. Russell
by C. P. Duncan their guardian
ad litem, and on the appearance
to said cross-bill by Pennington
Gap Improvement Company,
and on the dispositions taken in
behalf of said G. W. Russell,
and was argued by counsel where-
upon it is adjudged ordered and
decreed that said Company shall
by the 1st rules of May 1894 file
their answer to said cross-bill,
and this Cause is continued.

Pennington Safe Mfg Co

vs } Deceit

H. W. Russell et al
Entered Chy CB
Page 594 Nov 15 '94

Entered
H. S. K. M.
Nov 15/894

Pennington Gap Imp't Co

vs } Decree

Geo. W. Russell et al

This Cause came on this day
of November 1893 to be heard on complain-
ant's original bill and exhibits filed there-
with, on the answer of the infant defendants
by their guardian ad litem and general
replication thereto; on the demurrer
of defendant Geo. W. Russell and
^{on the affidavit of Geo. W. Russell}
joinder therein by complainant,
and was argued by counsel; whereupon
the court being advised, it is adjudged
ordered & decreed that said demurrer
be ^{overruled} ~~overruled~~; and further leave
is given ~~to the defendant to amend his~~
~~bill, which being done at law,~~
defendant Geo. W. Russell ~~is given~~
~~leave~~ to file his answer to
said bill at any time until the
expiration of the ²⁵ ~~25~~ January 1894
Rules.

And this cause is continued.

Pennington Gap Inpt Co

Dec 11

no }

G. W. Russell et al
Entered Ch. D. B. p. 528
Nov 14 1893

Enter

H. R. M. U.

Nov 14/93

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The depositions of G. W. Russell, Susan Garrison,
J. M. Zion, J. D. Skaggs, A. J. Newman,
Mrs J. J. Newman, Mrs E. Burke, A. M. Stout, Chas
Garrison taken before W. K. Hopkins,
Notary Public for Lee Co. Va on July 6, 1894
pursuant to annexed noticed between
9 A. M & 6 P. M, at the office of
E. W. Pennington, in the town of Pen-
nington Gap. Va the place of taking
being changed by consent - to be
read as evidence in behalf of
defendants in original suit and
of cross-complainant G. W. Russell in
the cross suit, in the Circuit
Court in Equity styled "Pennington
Gap Improvement Co vs G. W. Russell
et al.

Present E. W. Pennington, Counsel
for Pennington Gap Improvement Co,
and H. C. McDowell, Jr atty for G. W.
Russell.

Or John E. Burke, a witness of lawful
age being first duly sworn
deposes as follows:

State your age & residence.

Ans.

I am going on 79 years

I live now & have lived for the last
fifty years adjoining the land in dispute
It appears that James Newm left
a will whereby he gave the possession
of his farm to his widow until his
youngest child "Polly" should

2

he of age, the farm then to be divided among his children or to be sold & the proceeds divided. Now please state ~~whether or not the parties carried out the intention of the will~~. what was done in regard to carrying out the provisions of the will?

ans. My recollection is indistinct but my recollection is that the provisions of the will were carried out. The widow staid there and used the land for a long time. I cant tell how long.

3. When did Patterson first take possession of any part of the Newman tract, before or after the war?

ans. I may be wrong about it, but my recollection is that he took possession of it before the war.

4. When did Polly Newman come of age?

ans. I recollect the time she became of age but I couldnt state it now.

5. To assist your memory I will ask you if it was not in 1865 or 1866, in ~~other~~ other words a little while after the close of the war?

ans. I expect that is about correct. I think it was.

6. When did Wayman Newman die, and when did Catherine, the widow of Jas Newman die?

ans. I recollect when Wayman Newman died but I could not give the date.

5 as to Catherine Newman she left the country & I hadn't even heard that she was dead.

7 To assist your memory I will ask if Wayman Newman did not die in 1808 or 1809, in other words about 2 years before the war broke out?

ans I couldn't state the date exactly, but it was right about that time I think.

8 Please state the character of Patterson's possession.

ans He tended the land as any of us other farmers did.

~~X State whether or not his possession was open, notorious~~

9 Please state the character of his possession as to its being open, notorious, peaceable, continuous, and adverse to the claims of any other claimant to the land.

ans So far as I know and as I recollect his possession was open notorious peaceable and continuous, and I never heard him admit that any other person had any right to the land. And for my part I never knew that there was any adverse claim to the land.

10 Until what time did he continue to have the possession such as you have described of the land.

ans He continued possession as long as he lived, as far as I know. I think

I am right about that.

11 State whether or not you are the same
Jno E. Burke who signed Jas Newman's
will as a witness.

Ans I am.

X Examined

ques. 1 When did James Newman die?

Ans He died a short time after the will
was made. he was very low when
I went thru, this was his last sickness.

ques. 2 State the age and size of Polly
and Hayman Newman at the
time of the death of James Newman.

Ans at the time of Jas Newman's death
Wayne Newman was very nearly
grown and Polly Newman was
some ten or twelve years old at
that time.

ques. 3 You speak of James Harris
& wife moving off, please
state if they left before or
after Dec. 2nd, 1857. and where
did they go to.

Ans I do not know. I cannot recollect
the time. I think he went to
Sandy Kentucky.

ques. 4 If you know, state when James
Harris married Loretta ~~Harris~~
Newman?

Ans. I think it was a while but not
very long after Jas Newman's death.

ques. 5 State where James Harris & his wife

5
lived after their marriage, until they left this country.

Ans. I am not certain. But I think they lived with the widow Catherine a little while, at last, this was on the old Jas Newman farm. And also on the south side of cane creek on a part of the Jas Newman farm adjoining my land. And at a point near to my land.

Ques. 6 Do you remember how long said Harris wife lived at the point last named?

Ans. I do not know. I also remember of him living on the Newman farm in a house not far from where the old Charly Garrison house stood.

Ques. 7 Do you remember said Harris at any time after the death of said James Newman was cultivating any of the ^{old} Newman farms south of Cane Creek, or any other portion of the same.

Ans. I have no positive recollection about it but I do remember that he cultivated & had a little crop very nearly ever year while he lived here.

Ques. 8 Can you say that said Patterson ^{son} took possession of the land in controversy, in any other way than by virtue of his said deed from said Harris?

Ans. I couldn't state that he held possession in any other way, it was always my understanding that he held possession under that deed.

Ques. 9. State whether Patterson Zion ever went into the possession of any part of the land in controversy until after the date of his purchase or deed from said Harris wife.

Ans. My recollection is that he never went into possession of the land until after he bought it.

Ques. 10. Did you ever know of said Zion paying any rents on the land in controversy to any person?

Ans. I never did.

Ques. 11. You have spoken of the Charley Garrison house, please state where it was situated, whether or not on the land in controversy.

Ans. My recollection is that it was on the land in controversy.

Ques. 12. You spoke of the widow Catherine Keoman leaving the country, I will ask you to state when she left whether she did not leave with or about the time said Harris wife left the country.

Ans. I can't tell exactly, but I think it was close about the time Harris left.

Re-direct

1. You have said that you could not

7
exactly state the time that James Harris wife left Virginia. To refresh your memory I will ask you if it was not very shortly after the date of the deed from Jas Harris & wife to Patterson Zion.

Ans I cant say positive. It might have been.

2 Was not the sale to Zion made in anticipation of & with the intention of moving to Kentucky.

Ans I think he did. It was close about the time he made the deed.

3 If under Jas Newmans will, his widow had possession of the land until Polly came of age, how did Jas Harris come to be farming or living on it at the time you have mentioned.

Ans I am not certain about it, but I think he rented it from the old lady Catherine.

4 Then as I understand you all the possession that Jas Harris and wife had was as renters from Catherine and before Polly came of age. Am I right?

Ans That would be my recollection about it but I may be wrong.

5 You have said that Polly was about 10 or 12 years of age when Jas Newman died, & verbatim during the course

of this examination you have said that she might have been younger. Please state your present best idea of her age at that time.

Ans. Since I have reflected on it I don't think she was as old as I first had supposed.

6 You have stated that Patterson Zion went into possession at the time he got the deed from Jas Harris & wife, now this was before Polly came of age & while the widow Catherine still had the right to the possession. Can you account for this

Ans. No.

7 To assist your recollection I will ask you if Zion did not in some way buy from Catherine Newman a right to possession up to the time that Polly came of age.

Ans. I think Catherine sold her right to some one, but I don't say to whom. Further this deponent saith not.

J. E. ^{Chapman} Burt

John F. Skoggs another witness of lawful age having been first duly sworn testifies as follows:

1 State your age, residence & occupation.

Ans. I am 40 years old, reside at Bennington Gap, Business. Genl. Merchant.

- 9
- 2 Please state what you know about an alleged agreement between the Pennington Gas Improvement Co and deft Geo. W. Russell, looking to a purchase of the claims of James Harris & Lucretia Harris' heirs to the Newman tract.

Ans ^{when} we first found that there was defective deeds concerning this land & we went to work to look them up and ~~concerning the interest in this matter, mutual, between myself & the Improvement Co~~ By us 2 meant myself & J.M. Given as Adm's of the Howard estate.

- 3 What if any agreement was come to between you & the Co on the matter.

Qu. This question is objected to because too vague and indeterminate in its meaning and also ~~as~~ irrelevant as to any issue between the parties to this suit.

Ans The agreement ^{which was made} between Mr E. W. Pennington acting as I understand as agent for the Pennington Gas Improvement Co on the one part, and the Adm's & heirs of the Howard estate, and Geo W Russell of the other part, was that Mr Pennington should for the common benefit of all concerned, procure deeds for the least possible cost, conveying both the

Barrett and Lucie's Harris interest in the Newman tract. The cost thereof to be divided ~~between~~ ^{between} Russell & the Howard estate.

4 Why do you say that Mr Pennington acted as the agent of the Improvement Co?

Ans Mr Pennington had previous to that time examined the titles for the Co and had given me a list of the deeds necessary to be procured to perfect the title of the Howard land which had been sold to the Co. It occurs to me since talking this matter over that there was some talk of the Co paying a portion of the cost. I think Judge Morgan who was treasurer of the Co said that he for one was willing ~~that~~ ^{that} the Co should pay a portion of the cost.

* ~~What if anything~~, This conversation with Judge Morgan was not at the same place as the conversation with Mr Pennington, but might have been the same day.

That portion of this answer as to what Judge Morgan should have said is objected because no part of alleged agreement.

Pennington for ~~pliffs~~

5 What if anything did Mr Pennington ~~say~~ ^{say} at or before the above ^{the time of} agreement was made ^{which} led you to suppose

him to be the agent of the Co.²

Ans. He told me that he was getting up the title for the Co. he went on to say I don't know whether it was before or after this time, that if we didn't get up the title the Co would.

6 Please state whether or not Geo. W. Russell was present when the agreement was made & where the conversation was had

Ans. He was present; in the Circuit Clerk's office at Jonesville.

7 How was the cost of getting the deeds to be divided as well as you can recollect.

Ans. I don't know.

V Examined

Ques. 1. Where and where was the alleged agreement between you and the ~~company~~ ^{through said Pennington} through said Pennington.

Ans. It was at the Circuit Clerk's office in Jonesville & at the time the old man Harris was in this country looking after the matter.

Ques. 2. State if was not a fact, that you and Mr. Zier as advisors of estate did not ask ^{Mr. Pennington} ~~me~~ to communicate with the Harris heirs and procure the deeds for the estate you represented.

Ans. He did. because of his familiarity with the matter and his competency.

Ques. 3 Did you ever hear me, Pennington, represent to Mr. Geo. St. Russell at any time and place that I would procure the deed of Lucretia Harris' heirs, and that the plaintiff Company would pay a portion or part of the costs of its procurement.

Ans I don't know that I ever did.

Ques. 4 If you had heard me, Pennington, make such a promise to Mr. Russell, don't you believe you would have remembered it.

Ans I do.

Ques. 5 State whether or not, if you knew that said Pennington was not made the general agent of said plaintiff until February or March 1891 after said Harris was in this country.

Objected to because immaterial
McDowell

Ans

Ans Yes. to the best of my knowledge.

Ques. 6 You say at one time you heard said Pennington if you and Russell did not get up the said defective deeds, the Company would do so; will you state the reason assigned why the Company would have to get up said titles.

Ans I think the reason was because the land was expected ^{to} rise in value

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and as the company was making sales of parts thereof it had to perfect the title to protect its self.

Ques. Do you remember the amount which Russell was agreed to pay for said Siverthia Harris' land in order to procure a deed from them.

Ans I do not.

Ques. When did said Company begin to sell its lands as town lots purchased from said Howard?

Ans It was in the fall or summer of 1840. Further this deponent saith not.

J. H. Skaggs

The deposition of A. M. Stout a ~~man~~ witness of lawful age having been first duly sworn, deposes as follows:

1 State your age, residence & occupation

Ans I am 5-6 years old, & reside at Zion's Mill Lu county Va. I am a farmer and mechanic.

2 If at any time you rented any part of the original James Newman tract please state from whom you rented & what year.

Ans I did. I rented from Pallison Zion in the year 1842.

3 When did Polly Newman come?

age. Before or after the close of the war?

ans My judgment is that it was after the close of the war.

4 It appears from the copy of James Newman's will filed in this case that his widow Catherine had the right to the possession of all his land until Polly should come of age. Now how did Zion have the right to use or rent any part of said land in 1862

ans He told me that he had bought Catharine's dower and that after Polly came of age that he would have full right to it.

5 Do you mean dower in the legal sense of the term or do you mean that he bought the right that Catherine Newman had under the will to the possession until Polly came of age?

ans I mean the right that she had until Polly came of age.

6 When did James Harris & wife leave this country with reference to the date of their deed to Patterson Zion which was made in 1857.

ans I think they left about the time they made the deed.

Cross-Examination

quest Where did you live in 1857 Dec. 2nd

ans I lived with my father part of the time and part of the time I was about over the county like other young men, and ~~part of the time~~ was over here on cane creek every two or three weeks.

Ques. 2. ~~What property do you now own.~~
ans I own one cow & some house plunder.

Ques. 3. Where did Patterson Zim take possession of the land in Centenary,
ans I think it was about the year 185-7.

Ques. 4. In that year did he see you he had bought out Catherine's in the Newman farm,
ans It was about 3 years before I was married. It was about 185-7.

Ques. 5. In the conversation with Mr. Zim about the purchase of Catherine's interest in said Newman farm, state whether he mentioned having any deed for same, or contract in writing for deed.

ans He did not say whether he did or not.

Now since it appears by this witnesses' evidence that the estate which Patterson Zim purchased from Catherine Newman was for more than five years, and that the question numbered four and answer thereto is objected to be immaterial.

Pennington & Co. plffs.

Ques. 6 To whom did you pay your rents
for said land for 1862.

ans to Patterson Zion.

Ques. 7 When was Polly Newman born?

ans I think she was born in about 1845 -
I only know this from information
derived from others. I was very well
acquainted with her and from her
size & what I knew of her she must
have been born about 1845.

Ques. 8 When did you first become ac-
quainted with her.

ans It was about 1856 I think. I knew
~~her by name~~, before that time, but not
personally.

Ques. 9 How can you give a legal definition
of the word dower, if so given it.

ans I think it is a certain amount of
land laid off for the widow.

Further deponents oath not
A. M. Stout

The deposition of Mrs Susan Garrison,
another witness of lawful age, having
been duly sworn deposes as follows:

1 State your age, residence & the
name of your father.

ans I was born in 1846. I live near
the edge of the town of Bennington
Twp. My father was Patterson Zion.

2 Please state when Polly Newman
the daughter of James Newman was

born & also whether ~~not was~~
~~Jas. Newman's~~ ~~you~~ or not she
 was Jas. Newman's youngest child

Ans I don't know exactly, but I think
 she was about two years older
 than myself. I always heard that
 she was the youngest child.

3 Please state when if at any time
 you know of your father, Patterson
 Zion having ~~had~~ possession of any
 part of the Jas. Newman farm;
 also how long he held possession
 & what sort of possession he had.

Ans I don't recollect when he first
 got possession of it. But I recollect
 working in the field with him
 during the early part of the war.
 This field I speak of was part of the
 old Jas Newman tract. He had
 possession of it up to his death
 which was somewhere about 1881.
 He cultivated it and tended it —
 regularly every year up to the time
 of his death.

4 State whether or not his possession was
 peaceable, undisturbed, continuous, well
 known, open and ~~adverse~~ or the
 contrary.

Ans Yes his possession was peaceable
 undisturbed, continuous, well known
 or notorious open & adverse.

~~Cross Examined~~

3 State who has had possession of ~~and~~ the 26 acres conveyed by Patterson Zion & wife to G. W. Russell & wife from ~~the~~ immediately after ^{to the present time} the death of Patterson Zion & also state whether the possession since then has been of the same character as that of your father or the contrary.

Ans. Geo Russell has had possession since my father's death up to the present time, as far as I know his possession is the same ^{character} as that of my father. That I have just described.

X Examined.

Ques. 1 How near were you brought up to son & Pacey Newman and did you visit him and his family often.

Ans. We were raised about $\frac{1}{4}$ of a mile apart. I never visited them any but frequently saw them passing to mill.

Ques. 2 Do you know the land in controversy, if so, is it not a fact that James Harris after he married lived on the same with his wife. If he did live on the land in what year or years was it.

Ans. I know the land in controversy. Jas Harris never lived on it to my knowledge. He lived on a tract known as the Harris land. which was not a part of the Old Newman land.

that was about the time he left here.

Ques. 3 State if the Harris tract of land of which you speak does not join the land in controversy on the Southern side?

Ans. it does.

Ques. 4 While said Harris & wife lived on the land you call the Harris tract, state who used and cultivated that part of the Newman farm lying on the Southern side of Cone Creek.

Ans. The widow Newman & her son had it in possession. Though I don't remember of seeing any of them work it.

Ques. 5 Do you remember James Harris ever cultivating any the land in controversy before your father bought it.

Ans. I do not.

further this deponent saith not.
Susan Garrison

Also the deposition of Chas Garrison, another witness of lawful age, being first duly sworn deposes as follows:

1 State your age & residence.

Ans. I am turned into 54 residence is near Pennington Gap.

2 Please state as nearly as you can when Polly Newman, the youngest child

Q James Newman was born.

Ans I did not know her until she was quite a slip of a girl, but she must have been born in 1844-5.

3 When, if at any time, did Patterson first to your knowledge have possession of any part of the James Newman tract of land.

Ans He had possession of it at the beginning of the war 1861. but I do not know about earlier than that.

4 With reference to the outbreak of the war when did James Harris & wife leave this country, before or after.

Ans They left before the outbreak of the war.

5 State whether or not Jas Harris ever lived on any part of the James Newman land.

Ans If he ever did I don't know if he lived on the so called Harris tract. I never knew of him cultivating any of the Newman farm.
Cross-Examined.

Ques. 1 When did you first become acquainted with James ~~Newman~~ Harris wife

Ans I became acquainted with Jas Harris before the war but ^{do not?} remember just when I first knew his wife.

Ques. 2 State whether any of the James Newman heirs ever lived on the Newman farm away from the meadow before the war on

21 at any time during the war.

Ans ~~I remember of Jeff Newman~~

Ans I don't know any thing about it. Except that Jeff Newman went from Nimrod Ely for a while some time after the war.

Truette the deponent saith not.

Charles ^{his} Garrison

Also the deposition of Geo. W. Russell, a witness of lawful age, being first duly sworn deposes as follows:

1 State your age, residence, occupation & connection with this case

Ans I am 43 years old reside in Pennington & by my occupation a farmer. I am ^a dependent & cross complainant in this case.

3 In your answer & cross-bill in this case you state that in 1890 Mr E. W. Pennington who was acting on behalf of the complainant Co made a certain agreement with you looking to the purchase of the interest of Jas Harris & the heirs of Lucretia Harris in the Jas Newman land. Please state why you stated that Mr Pennington was the agent of said company & also what the agreement was & whether it was a verbal or written agreement.

Ans I state that he was the agent for

The Laid Company because of
 the fact that he was ^{one} of the first
 men that tried to buy my land
 previous to the date of Laid's agreement
 for the Pennington Gap Imp't Co.
 About May 1890 I sold a part
 of my land to the Laid Co and
 I was approached several times by
 Mr Pennington who acted in
 the interest of Laid Co with a
 view to bringing about this sale.
 I also know that previous to this
 time Mr Pennington had been
 active in bringing about the
 organization of this Co. I had
 understood that Mr Pennington
~~had~~ examined the title of the
 land purchased by the Laid Co
 previous to the time of the agreement
 spoken of. The agreement was
 only verbal. In stating what
 the agreement was, I will state
 as follows To the best of my
 recollection Mr John H. Stagg &
 J. M. Zion on the street at Jonesville
 and told me that they had agreed
 with Mr Pennington who acted
 for the Co that they would buy the
 Harris' his interest; that the Co
 would pay $\frac{1}{3}$ of the cost the
 Howard Estate $\frac{1}{3}$ of the cost and

that I should pay the balance. I told Stragg & thought they had put too much of it on me, that the cost ought to be divided according to the amount each claimed, but that nevertheless I was willing to go into the arrangement as they had proposed. We then went together to the Clerk's office and there met Mr. Pennington. I then learned that Mr. Pennington had had some correspondence with the Harris' here and Jas Harris about the matter. I suggested to Mr. Pennington that there was no need of pushing the matter that I did not believe the Harris' here would ever claim the land. He replied that the company was wanting to sell lots and make general warrants and that it would rather pay its proportion of the cost as suggested than to let the matter rest for fear that after improvements had been put on the land the Harris' would demand a larger price. It was agreed that Mr. Pennington should prepare a deed from James Harris and his children conveying their interest to all of us that were concerned. The deed was to be for the protection of all of us that were

concerned, and that James Harris who was in Jonesville at that time should take the deed back to Kentucky with him and then have it executed: I could state to a certainty what was the price that we then expected to have to pay for the deed, but my —

4

Impression is that it was not far from one hundred dollars. State whether or not Jns & Skaggs, acting for the Howard estate, ever drew a check, which was not cashed, for the consideration for said deed, which check read "payable on delivery of deed", & if so what agreement you had as to paying a part of the sum for which the check was drawn

Ans

J. D. Skaggs told me that he had drawn such a check and would look to me to pay my part of it and I told him that I would do so. However as I understood the Harries refused to make the deed. State what else you know bearing on this subject.

5

Ans

I remember that some members of the said co to wit D. P. Baumgardner and C. A. Russell spoke to me about the deed and said it ought to be fixed up, I told them I was expecting Mr. Cunningham to attend to it, that I thought it best to

have it in the hands of one man & not to confer with each other. The deed they sent to Kentucky they failed to execute.

Thinafter I did not do much about the matter myself until the evening before Mr Pennington himself started to Kentucky to get the deed. I ask him if he knew what the deed was going to cost him, he said they had finally agreed to take \$350⁰⁰, I ask him if he thought the company would let me have the land at what it cost, he said he thought they would, and as far as he was concerned he would.

The next I knew the company had agreed to the land ~~at~~ then again ask Mr Pennington if he thought they would let me have the land at what it cost, he said he was willing but the company would have to meet before we could know what it would do and he promised to let me know when the company would have a meeting and suggested and get the matter settled, but he never let me know of any meeting of the company and I never did know of any meeting until in May 1893, I heard that the Co

had recently held a meeting & had appointed a committee to treat with me and had - instructed them to bring suit against me if I did not come to their terms. When I met the committee they asked me \$1500⁰⁰ for a release of my lands and one of the members told me that he thought if I would offer the Co \$1000⁰⁰ that the Co would receive it. I refused this and the suit was the result.

The foregoing answer is objected to in so far as it refers to any conversation or matters that occurred between Mr. Russell and the committee of which he speaks, because the whole seems to be a treating with each other with reference to a compromise.

Princeton Jan 1844

6 It is stated in your answer & cross that ~~you have~~ ever since the agreement was made you have been able, ready & willing to carry out your part of it & that you are ~~not~~ ^{now} offering & ready & able to pay the price originally agreed on on receipt of a proper release deed. State the facts as to this.

Ans I have been ever since and am now ready ^{only} to comply with my

agreement.

X Examined.

- Ques. 1 Did you know or have any information of any meeting of the Co. plaintiff prior to May, 1893 and after ~~the~~ you had learned that said Company had procured a deed from said Harris heirs.
- Ans. ~~Ques. 2~~ I know they have had some meetings after I learned that said Company had procured a deed from said Harris heirs, but I do not remember whether I heard of any of ~~the~~ its meetings until they were over. I remember S. C. Shadward at one time in the morning putting up his horse at my house, and this was the time that his brother James Shadward of Knoxville was in Drumington Gap.
- Ques. 2 You state, you sold a portion of your land to said Company, state if ~~James Shadward~~ was present and closed the trade with you for same.
- Ans. No Sir, ~~James~~ was not present.
- Ques. 3 You speak of the agreement at Jonesville in the Clerk's office with said Drumington for said Company, state who was present when the agreement and conversation was had as above detailed by you.
- Ques. 4 I do not remember any persons but Jas. M. Zion & John H. Chaggo who took any note of it.

Ques.

Are you positive that I assented or agreed for said plaintiff to pay one-third of costs in procuring the deed of the Harris heirs.

Ans.

It is only my recollection. I am not positive that he did so agree.

Ques.

You still in your examination in chief that you were then and always have been and are now willing, ready and able to pay the price ~~that~~ originally agreed on for said Harris land. Please explain what price or sum of money it is you are for.

Ans.

I refer to ^{the} price ~~talked of~~ ^{of} land whatever it might ^{have} cost to procure their land; in procuring the same not to exceed \$350 - and reasonable and necessary expenses of procuring the same.

Ques.

Then, ^{do} you mean to say, that if the company will tender you its debt for its interest in said land that you will pay it the amount it paid thereon and the necessary expenses it was put to in procuring the deed of said Harris heirs.

Ans.

No I do not mean to pay the whole costs & expenses but only one-third thereof.

Ques.

Then when you asked said

Remington the question ~~about~~
when he was preparing to go to
Ky. and on his return therefrom
with said deed, whether the Company
would let you have the land at
costs, you did not mean to pay
it, if ~~that~~ it had consented to do.

Ans. ^{no.} Yes I think I would have done
^{so}

Ques. ~~And~~ After the alleged promise
of said Remington to let you know
of the time and place of ^{some} ~~the~~ meetings
of said Company, ~~and~~ when he
had not done so, state if you
ever took any steps to find out
when & where any meeting of said
Company would be, if so what.

Ans. I don't think I ever did take any
steps to find out when any meeting
would be.

Re ex

When you stated in your ex-
amination in chief that you
asked said Remington if the
Company was going to let you
have the land, did you mean
was the Company going to convey
to you the Lucretia Harris interest
in the whole tract, or did you
mean to ask if the Company was
going to let you have her interest

in your 26 acre tract and if
 you meant the latter did you
 or not mean to convey the idea
 that you would pay the Compa-
 ny what her whole interest in
 the land cost them, ~~the~~ to wit the
 whole of the \$350 and expenses
 or did you mean you would
 pay them the proportion of the
 whole sum that 26 acres
 bears to the whole Newman tract?

Ans. I expected them to make me good title
 to the whole of the 26 acres, I think
 I meant to convey to Mr. Huntington
 at the time the idea to pay the
 whole of the \$350⁰⁰ and expenses
 if it ^{the company} would ~~get~~ make me a re-
 lease and to the whole of the 26
 acres

Ques. State whether or not said Company
 got any thing from the Howard
 estate, as a recompense for its
 expenditure for the said Sueritia
 Harris heris deed, and if so how
 much.

Ans. I never heard of it, if it did.
 And further this deponent saith not.

Geo. W. Russell,

The further taking of these depositions
 is hereby adjourned until to-morrow
 at 9 A.M. at A. J. Newman's residence
 on Straight Creek Lee Co. Va.

Wm. Hopkins W.R.

The taking of these depositions is resumed this day 7, 1874 at 9 A.M. at the residence of A. J. Newman, on Straight Creek, Lee County Va.

Present E. W. Pamington, atty for Pamington & Co. Inspt's & H. C. McDowell Jr atty for G. W. Russell.

Mrs A. J. Newman, being duly sworn deposes as follows:

Please state your age, residence whether or not you were acquainted with Lucretia Harris, the wife of Jas Harris & with her family:

Ans. I was born in 1838, and reside in the Pocket Country; I knew Lucretia Harris and her family; I first knew her when I was about 12 years and on to her death.

Ques. 2 When did Lucretia Harris die?

Ans. In the latter part of the year 1869.

Ques. 3 Please state, as nearly as you can, when Lucretia Harris' youngest child was born.

Ans. I can't say exactly; but we lived in two or three miles of the Harris when he was home, I had a boy born in ~~January~~ 1861, and her son Richard ~~the~~ youngest living child was born a few months prior to that of my boy.

Ques. 4 When did Jas. Harris wife leave Va.

Ans. He left in Sept. 1858 and they a while before.

Ques. 4 When did Sally Newman become of age?

Ans. She became of age a while before ^{Oct} 1867 when we left Ky. & come back to Va. I can't say how long before.

Ques. 5 When did Hayman Newman die?

Ans. In the spring of 1858.

X² -

1 Were you acquainted with that part of old James Newman's farm on the South side of Cone Creek?

Ans. I did

Ques. 2 State whether James Harris & his wife after James Newman's death ever lived on any part of the James Newman farm, if so what part and in what years?

Ans. They did, on the South side of the Creek, in the year 1850. I think they lived there about 2 or 3 years.

Ques. 3 State whether said Jas. Harris, after the death of said Jas. Newman ever cultivated and used any part of the old Jas. Newman farm, if so how long and what part.

Ans. He did, cultivate a field on the North side of Cone Creek and on the N.W. corner of said farm, nearly all the time until he left here in 1858.

And also a small lot lying on the north side of Cone Creek and between the old county road & cone creek. I do not remember of him ever cultivating any part of said farm lying on the south side of cone creek, except a small garden round about the house where he lived. The house near Dr. Burks line on the south west corner of said farms.

~~Direct examination~~

Q

Further the deponent said not

Martha ^{her} Jane Newman _{infant}

~~Also the deponent~~

The further taking is adjourned to the residence of J. J. Newman.
West Hopkins N. D.

The deposition of J. J. Newman, a witness of lawful age, who ^{being} first duly sworn deposes as follows:

1 State your name, age, residence & relation to James Newman

ans My name is J. J. Newman. I am 65-72 years old, residence Pockett In county Va., Jas Newman was my father.

2 When was your sister Polly Newman born.

ans she was born to the best of my recollection Nov' 27th 1844

3 When did Jas Harries wife leave

there parts to go to Kentucky?

Ans

I left the fall of Sept 1858 and they left a year or more before I did.

4

Where did Jas Harris live the last place before he left Virginia

Ans

He lived on a piece of land adjoining the Jos Newman farm known as the Gilly or Harris tract.

5

I now show you the copy of your father's will filed in this case & ask you whether or not its provisions were carried out by the widow & children

Ans

Yes, My mother lived on the land and had possession of it until she left for Kentucky in 1858, about which time she sold the right to the possession until Polly came of age to Jm Smith. The provisions of the will were carried out.

6

When did your brother Wayman die?

Ans

He was living when the will was made by James & Lucretia Harris to Patterson Zion and he was dead when we left here for Kentucky in Sept 1858, but I can't fix the date exactly.

7

State whether or not you ever leased any of the Newman land & from whom.

Ans

I did. I leased from my Mother until Polly came of age.

Cross-Examined

Ques. 1st do you know the land in question, if so state whether James Harris after the death of ^{any} ~~his~~ ^{after he had married said} ~~his~~ ^{his} father ever lived on, used and cultivated any portion of it, if so where did he live thereon, and on what terms, if you know.

Ans. Yes I know the land. And I said Harris lived in a house near John E. Burks line on the north side of the creek. He cultivated land on both sides of the creek, but I don't know whether he paid rent or not.

Ques. 2 Had the widow turned over any part of the farm ^{to Harris or his wife} as her ^{her} wife's share in the farm, if so where and how much.

Ans. Now that I know of, my impression is that she just let him tend the land without pay.

Ques. 3 When did you make your lease of which you speak of ever written?

Ans. I think somewhere about the year 1863, though I am not positive as to this date.

Ques. 4 What did you pay her for this lease, if any thing?

Ans. I don't know. I gave her a gray mare and I know that I cleared some land inside the line by way of paying rent. I used to have paid her \$100. +

gave my mother the ^{gray} ~~meat~~ instead.
 Ques. 5 For what length of time did you make
 said lease.

Ans. Untill my sister Polly came of age
 she had covered about 25 acres on the
 North side of the creek.

Ques. 6 Do you know whether Patterson
 ever paid your mother any
 thing or made any arrangement
 with her, by which he took posses-
 sion of the land south of the creek,
 immediately after his purchase
 from said Jas. Harris.

Ques. 7 I don't know whether you paid
 any thing or not. I do know that
 Harris & wife were grumbled about
 the fact that I had a loss of a part
 of the farm, and my mother to pacify
 them, soon turned over to them the
 part lying on the south side of the
 creek. You took possession of the
 land lying south of the creek immediately
 after he purchase from James Harris
 & wife.

Ques. 8 You have spoken of your mother
 selling her rights in said farm to
 John Smith, please state what ~~part~~
 were the rights sold, and on what
 portion of said land did she sell
 her rights to said Smith.

Ans. I know she sold her right on some
 land on the north of the creek, but

I do not know whether she did or not on the south of the creek

Referred

1 State whether or not James Harris ever reduced to possession any part of the James Newman farm as being the share of his wife in the land

Ans None that I know of.

2 Was Harris' possession as a renter or by license or leave of your mother or as one claiming a right to the possession in his wife.

Ans I can't just say, but I think he was there by leave of my mother.

I further this deponent doeth not
J. L. Newman

Virginia, Lee County to-wit
J. W. K. Hopkins, Notary Public
for Lee County Va hereby certify
that the foregoing depositions
were duly taken, sworn to & sub-
scribed before me at the times
& places mentioned therein & in
the caption thereto & for the
purposes in the caption stated.

I further certify that each of
the above witnesses claimed one
day's attendance & that G. W. Russell
paid to each of 50 ¢, total 3.⁵⁰.
Time of taking depositions 6 ²/₃ hours

at 75¢ per hour = \$5.⁰⁰ which
has been paid to me by G. W. Russell.
Given under my hand this
July 7, 1894

W. K. Hopkins
Notary Public Lee Co, Va

Pennington Gap Imp't Co.
vs } Depositions
for
G. W. Russell et al

Witness fees pd
by G. W. Russell 3.50

Pd to Notary
public by G. W.
Russell 5.00
Tax ~~8.00~~ 8.50

Received by mail in good
condition February the 8th 1894
and filed on the same day
A. B. Munsey
Clerk

1 Pennington Gap Impt Co

vs } Affidavit

2 Geo. W. Russell et al

3 This day Geo. W. Russell personally
4 appeared before me in Lee County,
5 Virginia, and therein made oath
6 in due form of law as follows:

7 Affiant states that there are
8 several facts relative to the alleged
9 possession of the husband of Lucretia
10 Harris of the land in controversy in
11 the above styled suit and relative
12 to the age of the heirs of said
13 Lucretia Harris, also as to the
14 date of the death of said Lucretia
15 Harris, which affiant is advised
16 by his counsel are material and relevant
17 to his defence in this cause, and without
18 knowing which he can not safely at
19 present answer the bill in said cause.
20 Further affiant states that he has
21 made diligent efforts to know
22 said facts in order to be able
23 to answer said bill at this present
24 term of Court; but so far without
25 success; but that within a month
26 or so he is satisfied that he can
27 ascertain the truth as to the above
28 facts and will then be ready to answer
29 in this cause.

30 Given under my hand this
31 9th day of Nov. 1893

32 A. B. Munsey Clerk

Pennington Gas Light Co
vs } Affidavit

Geo. W. Russell et al

Filed in open Court
Nov 14, 1893

J. S. Hyatt
D. Clerk

Virginia

At an intermediate term of the circuit
superior Court of Law and Chancery continued and
held for Lee County at the Court house
thereof on Wednesday the 25th day of November
1846

The last will and testament of James
Newman deceased was proved by the
Oaths of John Crabtree Sr and John C
Burk witnesses thereto and is ordered to
be recorded

R M Hamblen clk

In the name of God Amen, August the 20th
1846. I James Newman of Lee County and
State of Virginia being in low State of
health, but of sound mind, do declare
this my last will and testament revoking
all others & in manner and form following
that is to say, I give and bequeath to my
son Raymond he being about 33 years of
age and for reasons not assigned, a Sorrel
mare called Pat. And after all my just debts
is paid. I will that my wife Caty take
the plantation with all the property goods and
chattels thereunto belonging, in order she
may be enabled to raise the children.
if she remain unmarried or in any name
untill the youngest child (Polly) shall

be of lawful, and I will that she my
wife shall give to any or any one of the
Children who may marry, a horse and
Saddle and other necessities for house
keeping if she can afford or spare the
same making those who may marry
equal in property, and I will & do re-
quest my Brother Jefferson Harsh who
resides in Wythe County, and John E Burk,
to attend to the affairs of my estate in all
Convenient opportunities; and see to the
affairs of the Plantation and property, and
they receive Compensation for the same rea-
sonable and if at any time it is required
by law or any means whatever to make sales
I do appoint them to execute the same, and
further more. I do will that when all my
Children mine in all shall be made equal
in property, married and single from first
to last; and as to the plantation if they agree
in the division thereof well, if not sell and
then divide equal and I here name mine
Children (first Wayman second, Sincere, third
James Jefferson fourth Harriet fifth Andrew Jack-
son Sixth Patterson 7th Joseph 8th Samuel as
above Polly, Signed in presence of

John Crabtree Sn

John E Burk

James Newman

A copy Teste

ATB Munsay clerk

Will of Jas. Newman
Sept 1841
No 1

This deed made the 23. day of February in the Year 1867 between Nimrod C. Ely and Mary his wife and Chadwell B. Howard and Elizabeth his wife of the County of Lee and State of Virginia of the first part, and Patterson Zion, of the County and State aforesaid of the other part. Witnesseth: that whereas the said Patterson Zion, Nimrod C. Ely and Chadwell B. Howard, having heretofore purchased a certain tract or parcel of land from the heirs of James Newmon deceased, said heirs having sold and conveyed their whole undivided interests in said tract of land to the parties aforesaid. And the said parties ^{having} by agreement divided said tract of land. Now therefore in consideration of the premises and in further consideration of the sum of one dollar in hand paid the receipt whereof is hereby acknowledged, the said Nimrod C. Ely and Mary his wife and Chadwell B. Howard and Elizabeth his wife, do grant, bargain, and release unto the said Patterson Zion, all of their right, title, and interest in and to the following tract or parcel of land, lying and being in Lee County Virginia on Lane Creek. Being part of said tract purchased from James Newmon's heirs, and bounded as follows: Beginning at 2 beeches on the South side of said Creek; thence S 29 E 28 poles to a Sugar tree; thence S 50 W 42 poles to a Poplar & Gum thence 21 poles to a cucumber near the Creek; thence S 49 W 82 poles to a Gum & dogwood corner to Burk's land & north a line thereof N 40 W 16 $\frac{1}{2}$ poles to the middle of said Creek & down ^{with} the middle of said Creek as it meanders & with said Howard's line 154 poles to said Howard's & said Ely's corner opposite the mouth of a branch

thence with said Ely's line S 60 E 15 poles to the
beginning. Containing 26 acres more or less.
And the said Nimrod C. Ely, and Mary his wife
and Chadwell B. Howard and Elizabeth his
wife, do Covenant with the said Patterson Zion
that they will Warrant Generally the land
herby conveyed. Witness the following signatures
and Seals



Nimrod C. Ely Seal
Mary ^{his} Ely Seal
C B Howard Seal
Elizabeth Howard Seal

See County Court, Clerk's Office, the 5th day of September 1867.

This Indenture of bargain and sale for land between
Nimrod C. Ely and Mary, his wife, Chadwell B. Howard
and Elizabeth his wife, of the first part, and Patterson
Zion of the other part, being duly stamped, was this day ac-
knowledged before me by the said Nimrod C. Ely and
Chadwell B. Howard to be their act and deed, and
Mary Ely, wife of the said Nimrod C. Ely, and Elizabeth
Howard, wife of the said Chadwell B. Howard, being
examined by me privily and apart from their said husbands,
and having the deed aforesaid read to, and fully explained
to each of them, each acknowledged the said writing to be
their act and deed, and declared that they had willingly
executed the same, and did not wish to retract it,
and the said deed is admitted to record the same
being duly stamped.

Henry Fullorgan Clerk

1822
Patterson Zion

From } Deed
Nimrod C. Ely & wife
& others.

Recorded in Deed Book

Vol 10 page 511.

Being full page with

Defts Exhibit
No 2.

Pennington Gas Light Co

vs }
G. W. Russell et al

See list of names at

Deed 1313
P 531

This Indenture of bargain ~~the~~ Sale made and entered into this the 23rd Day of October 1857 by and between Willis Morris & Harriet Morris of the first part of the County of Carter & State of Kentucky and Patterson Newman of the County & State aforesaid. Witnesseth the party of the first part hath this Day bargained & sold unto the party of the second part their interest in the form of James Newman Deceased lying and being in Lee County & State of Virginia on Camp Creek the land which Harriet Morris heirs from her father's estate for which the party of the second part is to have & to hold the interest Harriet Morris with all its appurtenances forever hath this Day bargained & sold & delivered & conveyed unto the party of the second part all her right title and interest in the above named land for which the party of the second part is paid unto the party of the first part the sum of three hundred Dollars the receipt whereof is hereby acknowledged by the party of the first part in testimony whereof we have hereunto set our hands and ~~fixed~~ our seals this the 23 Day of October 1857.

Att M. Watson

Willis Horris *Seal*
Horriet Horris *Seal*

State of Kentucky }
Carter County }

I M. Watson Deputy for
E. P. Davis Clerk of the County Court in
and for the County aforesaid do certify
that this Deed from Willis Horris
& Horriet Horris to Patterson New-
man was produced to me in my
office on the 22nd Day of January 1868
and the said Horris & wife acknow-
ledged there Signatures to be ~~the~~
act and Deed hands and Seals for the
purpose therein mentioned Horriet
Horris wife of Willis Horris was
examined by me separte and
port from her husband and she
on her own free will and Consent
acknowledged her signature to be
her act & Deed hand & seal all of which
is Certified to the Clerk of the County
of Lee County Virginia for record
where the land is given under
my hand this the 22nd Day of January
1868.

Virginia

Att M. Watson De
for E. P. Davis Clerk

Virginia

At a court of quarter session begun
and held for Lee County at the Court
house thereof on Monday the day
of August 1858 This indenture of
Morgan and sale for land between
Willis Morris & Harriet Morris his
wife of the one part and Patterson
Stewman of the other part was adm-
itted to record upon the certificate
of the clerk of the county Court of
Carter County in the State of
Kentucky.

Teste

H. J. Morgan C.

Virginia Lee County to wit:

I, S. V. F. Richmond Clerk of the County
Court for the County aforesaid
in the State of Virginia, do
certify that the foregoing is
a true transcript from the records
in my office, given under my
hand this the 11th day of Nov-
ember 1873

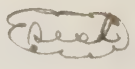
Teste S. V. F. Richmond Clerk

Willis Homnis wife
To 3 Copy Deed
Patterson Newman

United States
M. N. No. 26 1865
Duty Revenue

This Indenture of bargain made and entered into by and Between Mary Newman of the County of Foster and State of Kentucky party of the first part and Joseph Newman of the aforesaid County and State party of the second part: Witnesseth that the party of the first part has for and in consideration of the sum of five Hundred Dollars Lawful money of the U. S. to be paid by the 15th of January 1866 for which the party of the second have executed his Note the receipt of which is hereby acknowledged. The said party of the second part has this Day granted Bargained and sold, and by these presents do grant bargain sell assign and convey unto the said Joseph Newman all her estate in and to the real estate, or lands owned by her father James Newman deceased lying and being in the County of Lee and State of Virginia being the same lands on which the said James Newman lived and Died living on the waters of Loud Creek County of Lee Together with all and singular the opance and her inheritance thereto belonging or in any wise appertaining

heremits together with the reversions
and reversions remainders and remain-
ders, rents, issues and profits
thereof. And all the estate, rights, titles
and interests Dower and rights of
Dower, possession, claims and dem-
ands whatsoever of the party of the
first part as well in law as in
equity of law and to the above de-
scribed possessions and every part
or parcel thereof together with the
apportionment. To Have and to Hold all
the above described estate and interest
of the said Mary Newman in and to
the estate of her said father James
Newman Deceased, And the said Mary
Newman will forever warrant, defend
generally the estate and lands hereby
conveyed unto the said Joseph Newman
his heirs assigns administrators.
and ~~Executors~~. In witness whereof
the said Mary Newman have heremits
set her hand and seal this 28th Day
of November 1865,

Mary Newman 

Commonwealth of Kentucky }
County of Carter }

I Elias P Davis Clerk of
the County Court of Carter County do certify
that Mary Newman whose name is and
to the above writing bearing Date of the
28th November 1865 Did personally
appear before me and acknowledge the
same to be her act and Deed. Given
under my hand this 28th Day of November
1865.

Elias P Davis Clerk Carter
County Court

By Oliver Miller Deft.

Virginia.

In the clerks office of the County
Court of Lee County the 16th Day of February
1866. The foregoing Indenture of Bargain
and sale for land between Mary Newman
of the one part and Joseph Newman of the
other part. was this admitted to record
upon the Certificate of Elias P Davis Clerk
of the County Court of Carter County
Kentucky:

Teste Henry J Morgan Clerk
A Copy Teste D. D. F. Richards
Clerk

Mary Newman
To } Copy of Book

Joseph Newman
~~Joseph Newman~~
Record Book
No 15. Page 324
~~Joseph Newman~~

C.F. 90¢

(11)

This Deed made this the 28th Day of January A.D. 1891
by Richard Morris Sarah Madden (Nee Morris) ~~born~~
Jesse. Nancy E. Jesse. (Nee Morris) Charles L. Salyer
and Francis M. Salyer (Nee Morris) heirs at law
of Lucretia Morris (Nee Lucretia Newman of Carter
County Ky of the first part to the Cummings Gap
Improvement Company a corporation organized
and existing under the laws of Virginia of the second part
Witnesseth that whereas that heretofore in the lifetime
of said Lucretia Morris to wit: on the second Day
of December A.D. 1857 the said Lucretia Morris and
her husband James A. Morris sold and conveyed to
Patterson Gion all their right title and interest
both legal and equitable that they then had or right
afterwards acquire in and to ~~the~~ farm on which James
Newman the said Lucretia's father in his life time lived
and whereas the certificate of acknowledgement to said
Deed by said Lucretia Morris is not after the form
and requirement of the laws of Virginia and whereas
on the death of said James Newman he left surviving
him a widow and nine children as his heirs at law
and whereas after the death of the said James Newman
one of his sons who was living at the time of said
James Death to wit: Waymen Newman died ~~unmar-~~
~~ried~~ ^{estate} ~~with~~ ~~out~~ and without issue leaving surviving
him as his heirs at law his Mother and eight brothers
and Sisters Now in consideration of the premises
aforesaid as well as for and in consideration of the

Sum of Three hundred and thirty Dollars to the parties of the first part in hand paid the receipt of which is hereby acknowledged the said parties of the first part do and each of them doth hereby give grant bargain sell and convey their interest divided or undivided interest both legal ^{and} equitable of to and in a certain tract or parcel of land lying and being in Lee County Virginia on the Cane Creek adjoining the lands of John E. Burk Dillard Graham George W. Russell and others and being the entire interest of said first parties in the real estate of James Newman Deceased and Newman Newman deceased situated as aforesaid and the whole of said Newman farm is bounded as follows to wit: Beginning at two beeches on the south side of said Cane Creek thence S 29° E 28 poles to a Sugar tree thence S 50° W 42 poles to a poplar & gum thence 21 poles to a cucumber near a creek thence S 49° W 82 poles to a gum and Dogwood Corner to Burks land and with a line thereof N 40° W 16 1/2 poles to the middle of said creek thence continuing with said Burks line from the creek N 37° W 1650 feet to a rock thence Northwesterly and continuing with the original Burk & Newman line to a corner of line of Dillard Graham's land thence with his line easterly to a stake thence continuing with his lines & fence N 61° E 298 1/2 feet N 58° 10" E 415 feet N 57° 10" E 535 feet to a Cherry tree N 52 1/2° E 587 feet to the Gion land thence with

a line of the same and fence S 37 1/2° E 365 feet S 39° E 118 feet S 36 3/4° E 355 feet to a corner of the George W. Russell land thence with a line of the same S 37° E 1125 feet to a stake in the middle of Cane Creek by a large Sycamore and ash thence with the various meanderings of Cane Creek to the Beginning. To Have and to Hold said parties of the first parties undivided interest in the above described tract or parcel of land unto the said Penningtons Gap Improvement Company its successors and assigns for ever in fee simple and the said parties of the first part do and each of them doth hereby Covenant and agree with the said party of the second part its successors and assigns to warrant generally the title to their said interest in said land that the same is free from all incumbrances that said second party shall have quiet and peaceable possession of the same: that they have lawful right to convey the same in fee simple and that they will execute such further assurances of title as may be requisite to make the same sure and complete. Witness the following Signatures and Seals this the Day and year first above written

Nancy E. Jesse

(Seal)

Cowan Jesse

(Seal)

Francis M. Salyer

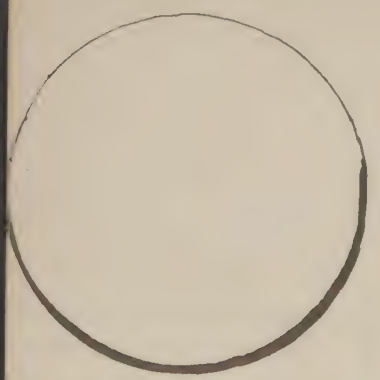
(Seal)

Charles L. Salyer

Richard Harris et al
to
Clerk
of
County
of
Carter
Ky.
Pursuant to Act of 1891

Richard Harris
Sarah ^{Wm} Madden
mark

Seal
Seal



Witness
C. M. Ervin
Richard Harris
C. M. Ervin
Rich Harris

I C. M. Ervin a Notary Public in and
for the County of Carter and State of Kentucky do certify
that Richard Harris Sarah Wm Madden Leaven
Wessee Nancy Gossee Charles Salzer and Frances
M Salzer whose names are signed to writing above
bearing date on the 28th Day of January 1891
have acknowledged the same before me in my
County aforesaid. Given under my hand this 17
Day of February A.D. 1891.

C. M. Ervin N.P. &c.
Ky

Notary
Public
Carter Co Ky

Virginia Lee County to wit:

In the office of the clerk of the
the said County the 19th Day of February 1891 this
Deed was presented and together with the certif-
icate thereto annexed was admitted to record.

Test: John R. Gibson Clerk
A Copy - Test: D. W. F. Richmond Clerk

1 This Deed made the 2nd Day of December
2 Deed Book in the year 1857 Between James Morris
3 13-521 and Lucretia his wife of the County of
4 Lee and State of Virginia of the one Part
5 Patterson Zion of the & State aforesaid of
6 the other Part Witnesseth that in consider-
7 ation of Fifteen hundred Dollars current
8 money two hundred in hand paid and
9 six hundred Dollars by the 1st January
10 1858 and Seven hundred Dollars by the
11 1st January 1859 with interest on said last
12 mentioned sum from the 1st January 1858
13 the said Morris and Lucretia his wife do grant
14 unto the said Patterson Zion the following des-
15 cribed tracts or Parcels of land - one lying
16 on Cane Creek ridge in said County of Lee
17 being the same tract or Parcel of land the
18 said Morris bought of Alfred Crockett & wife
19 and bounded as follows Beginning at a
20 large Spanish oak and two beeches near said
21 Zions Mill corner to John Hilley's land & with
22 lines thereof S 25 E 28 poles to a beech and Lym
23 Sapling on the top of said S 80 N 86 poles to
24 a chestnut thence South 17 1/2 poles to a Stake
25 in said Morris field on a line of a tract
26 of land sold by said Morris to said Hilley
27 the old Fisher line & with the same S 79 N 26
28 poles passing a corner of said tract at 142
29 poles & with John Parsons line the same course
30 to a Stake & poplar sapling in John E Burks
31 line & with the same N 49 E 103 poles passing
32 said Burks corner & with Newmans line to a

1 Run near Pine Creek corner to Newmans land
2 and with lines thereof of 82 620 poles to a pop
3 lar and gum at the foot of a ridge of 50 E
4 137 poles passing said Newman's corner with
5 said line lies to a maple and beech thence
6 of 87 663 poles to the beginning supposed to
7 contain 107 acres without further measur
8 ment at the sum of twelve hundred Dollars
9 of the above named sum. the other tract or
10 parcel being all the right title and inter
11 est both legal and equitable which the
12 said James Harris and Lucretia his wife
13 formerly Lucretia Newman now ha
14 or heretofore may have in and to a certain
15 tract or parcel of land lying on Pine Creek
16 as or of the heirs at law of James Newman
17 Deceased it being their undivided interest
18 the tract of land upon which the said
19 James Newman Deed lived in his lifetime
20 and disposed by Will and the same upon
21 which his widow now resides.

22 The first named tract convey by this Deed
23 is conveyed subject to a lease that William
24 Hughes Fur holds upon the same according
25 to the article of agreement between him
26 and the said Harris. The said James Harris
27 and Lucretia his wife warrant Generally
28 the property hereby conveyed. Witness
29 the following signatures and seals the day
30 and year above written

31 James^{at} Harris Seal
32 Lucretia^{her} Harris Seal
33 mark

Lee County Clerk's Office the 3rd Day of December
1857. This Indenture of bargain and sale
for land between James A. Harris & Lucretia
his wife of the one part and Palerson J. Goin
of the other part was acknowledged before
me (the said Lucretia being first priv-
ily examined) as the law directs and
admitted to record.

J. P. Morrison D.C.

Virginia Lee County - To wit:

J. S. V. L. Richmond Clerk of the County
Court of county aforesaid, in the State
of Virginia, do certify that the foregoing
is a true transcript from the Records
in my office. Given under my hand
this the 4th day of November 1893

Test J. S. V. L. Richmond Clerk

James Harris & wife
to 3 Copy Dec.

Patterson Zion

J. Gap Dist Co
Dec 2. 00

This agreement made this 28th
day of May 1894 by & between the
Pennington Gap Improvement
Co of the first part and Geo
W Russell of the second part;
Witnesseth: By way of compromise
& settlement of all matters in dif-
ference between said parties it
is hereby agreed:

1st For \$400, \$200 to be paid cash
& the balance in 3 months with
interest, said 1st party is to con-
vey to 2d party all its interest
in the 26 acre tract described
in the papers in the chancery
suit of Pennington Gap Impt. Co.
vs Geo W Russell et al, as expressed
in a deed this day drafted to be
executed by said first party.
2d Said suit & the cross suit
of Geo W Russell vs the Pennington
Gap Impt Co are to be dismissed,
each party paying his own
costs & no statutory attorney fees
to be taxed.

Witness the following signatures
The Pennington Gap Improvement Company
By E. W. Pennington and

Geo. W. Russell

Confession
Agreement
Penalty on Infants

W. Russell

To *The Pennington Gap Improvement Company*

Take notice, that on the *6th* day of *Febr'y*, 1894, at the office of residence of *G. W. Russell*, in the town of *Pennington Gap Va*, between the hours of 9 o'clock a. m. and 6 o'clock p. m. of that day, I shall proceed to take the depositions of *G. W. Russell, Susan Garrison, J. M. Zion, J. F. Skaggs, A. J. Newman, Mrs. J. Newman, Jas Jeff. Newman, Mrs. J. Keelman, Jos. Burke and others* to be read in evidence in my behalf in the suit in equity depending in the *Circuit* Court of *Lee* County in which *you are Plaintiff & cross defendant* ~~Plaintiff~~ and *G. W. Russell et al* are *defts & G. W. Russell cross complainant* ~~Defendants~~, and if from any cause the taking of said depositions be not commenced on that day, or if commenced, if they be not completed on that day, the taking of said depositions will be adjourned and continued from time to time and place to place until they are completed.

Respectfully,

G. W. Russell
by counsel

Original

Served within by
delivering a true
copy hereof in Lee
County, Va on ~~the~~ 18th
day of January 1844
to H. J. Morgan,
who is President
of the Pennington
Saw Improvement
Company, & who
resides in Lee
County, Va.

Given under
my hand.

C. E. Flannery
Sheriff Lee Co. Va

The Commonwealth of Virginia,

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

G W Russell Emmett Russell

Dora Eda Russell and Rando L Russell

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

October

next, being rule day to answer a bill in Chancery exhibited in our said Court against

them

by

The Pennington Gap

improvement Company an incorporation

organized and doing business in the State of Virginia

And have then and there this writ.

Witness, *A B Munsey* Clerk of said Court at the Courthouse.

This *4th* day of *September* 18*93*, in the 11*8th* year of the Commonwealth.

A B Munsey Clerk.

A Copy Teste.....Clerk.

Pennington Gap Impt Co
vs. Spa In Chcy
G. W. Russell et als

To 1st Oct Rules 1893

Executed by
Delivering a true
office copy of
the within bond
to G. W. Russell
Emmett Russell
Hara Fida Russell
+ Rando L. Russell
September 13 1893

L. M. Wade J. S.
for C. C. Tolanary
S. L. Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Henry J. Morgan President of
The Pennington Gap Improvement Company*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *Third* Monday in *February*, 189*4*, to answer a ^{cross} bill in Chancery, exhibited against *him* in our said court by *George O. Russell*
et al

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *13th* day of *January*, 189*4*, and in the *11^{8th}* year of the Commonwealth.

A B Munsey Clerk.

21 Jan. 17. 84
George W. Russell et al

VS. { SUBPENA
IN CHANCERY.

The Pennington Gap Imp'l Co

Bullitt & McDowell p. q.

To 2nd February Rules 1894

Circuit Court.

Executed Janth 17. 18 84
By delivering and affixing
copy of the within return
to Henry J. Morgan
President of the Pennington
Gap improvement company
C. E. Flanagan S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

again
WE ¹COMMAND YOU,

That you summon *H. C. Joslyn President of*
the Pennington Gap Improvement Company

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *Third* Monday in *February*, 1894, to answer a ^{*cross*} bill in Chancery, exhibited against *him* in our said court by *George W. Russell*,
et al

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *9th* day of *February* 1894, and in the 11 *8th* year of the Commonwealth.

A Copy Teste *A B Munsey* Clerk.
A B Munsey Clerk

US. { SUBPÆNA
IN CHANCERY.

.....p. q.

To..... Rules,
Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

^{again}
WE COMMAND YOU, That you summon

*H. C. Joslyn President of the
Pennington Gap Improvement Company*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *February*, 189*4*, to answer a ^{cross} bill in Chancery, exhibited against *him* in our said court by *George W. Russell*
et al

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *9th* day of *February* 189*4*, and in the 11 *8th* year of the Commonwealth.

A. B. Munsey Clerk.

George W. Russell et al

vs. {

SUBPENA
IN CHANCERY.

The Cunningham Gap Imp't Co

Bullitt McDowell p. q.

To 2nd February Rules / 1894

Circuit Court.

Not executed not
needed in time this
March the 5. 1894
C. E. Blunage S. 256

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

^{again}
WE ¹COMMAND YOU, That you summon Pennington Gap Impt Co

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in April, 1894, to answer a ^{Cross} bill in Chancery, exhibited against It in our said court by George W Russell

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 5th day of March 1894, and in the 11 8th year of the Commonwealth.

A B Munsey Clerk.

ex March 14 1894

GW Russell

US.

}

SUBPENA
IN CHANCERY.

on Cross-bill

Pennington Safe Imp't Co

W McDowell Jr p. q.

To

2d April

Rules,

Circuit Court.

Executed in Lee
County, Va, by delivering
an office copy of within
to H.C. Joselyn who
is President of the
named Pennington Safe
Improvement Co, who
resides in Lee County.
This 5th day of March 1894

A.C. Flannery Sheriff Lee Co, Va